

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
EILEEN TOURANGEAU, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT SMITH, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

EILEEN TOURANGEAU

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand ninety two dollars and thirty two cents (\$1092.32).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
EILEEN TOURANGEAU, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

EILEEN TOURANGEAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 21, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Lucille Harrington, representing the applicant
Eileen Tourangeau, respondent

Date of Decision: February 21, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. The premises are subsidized public housing.

The tenancy agreement between the parties expired on July 31, 2010 and the tenant vacated the premises. The applicant provided a statement of the rent account which indicated a balance owing in the amount of \$1596.50.

The applicant stated that a security deposit of \$500 was required but did not know if it had been paid. There was no accounting of the security deposit provided by the applicant.

The respondent did not dispute the rent arrears and stated that she believed the security deposit had been paid in full. She did not recall the date or dates that it was paid.

I shall assume that 50% the \$500 security deposit was paid on August 1, 2009, the commencement date of the tenancy agreement and the remainder paid on November 1, 2009, three months later. I find the accrued interest to be \$4.18.

I find the respondent in breach of her obligation to pay rent and after the application of the retained security deposit find rent arrears of \$1092.32, calculated as follows:

Security deposit	\$500.00
Interest	4.18
Rent arrears	<u>(1596.50)</u>
Amount owing applicant	\$1092.32

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1092.32.

Hal Logsdon
Rental Officer